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File ID Number	19-0927
Introduction Date	6-12-2019
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Enactment Date	6/12/19 lf



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education
Timothy White, Deputy Chief, Facilities Planning and Management

Board Meeting Date June 12, 2019

Subject Agreement for Final Payment of Portable Buildings - Mobile Modular Management Corporation - Claremont LLB Phase I Demolition of Old Cafeteria Project

Action Requested Approval by the Board of Education of Agreement for Purchase of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide procurement of two (2) housing portable units already in place at site currently leased to the District, (1) 48'x40' unit & (1) 24'x40' unit, in conjunction with the Claremont LLB Phase I Demolition of Old Cafeteria Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 13, 2019 and concluding no later than July 30, 2019, in an amount not-to exceed \$18,980.00.

Discussion Mobile Modular supplied two interim housing portable units to the Claremont site pursuant to a prior lease agreement that has expired. The parties have since finalized a separate buyout agreement. During the negotiations for the buyout agreement, the portables remained in place on the site, and the parties now wish to memorialize the District's obligation to make extended lease payments for that period of time.

LBP (Local Business Participation Percentage) 0.00%

Recommendation Approval by the Board of Education of Agreement for Purchase of Portable Buildings between the District and Mobile Modular Management Corporation, Livermore, CA, for the latter to provide procurement of two (2) housing portable units already in place at site currently leased to the District, (1) 48'x40' unit & (1) 24'x40' unit, in conjunction with the Claremont LLB Phase I Demolition of Old Cafeteria Project, more specifically delineated in the Scope of Services in Exhibit "A", incorporated herein by reference as though fully set forth, commencing June 13, 2019 and concluding no later than July 30, 2019, in an amount not-to exceed \$18,980.00.

Fiscal Impact Fund 21, Measure B

Attachments

- Agreement Final Payment including Quotation
- Consultant Proposal
- Certificate of Insurance



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.

Legislative File ID No. 19-0927

Department: Facilities Planning and Management

Vendor Name: Mobile Modular Management Corp.

Project Name: Claremont LLB Ph 1 Demo of Old Cafeteria **Project No.:** 15127

Contract Term: Intended Start: 6/13/2019 Intended End: 7/30/2019

Annual (if annual contract) or Total (if multi-year agreement) Cost: \$18,980.00

Approved by: Tadashi Nakadegawa

Is Vendor a local Oakland Business or have they meet the requirements of the

Local Business Policy? ☐ Yes (No if Unchecked)

How was this Vendor selected?

Vendor on site from previous years.

Summarize the services this Vendor will be providing.

This agreement is for final rental payment of trailers prior to purchasing. During contract review and negotiations we were required to continue with rental payments. This extended to Jan. 2019 when the purchase agreement was reviewed and finalized by legal.

Invoices 1848446,1822074,1796467,1770347, 1744874,1719383 & 1693194. \$20,440.00

Credit Memo 1893889 in the amount of \$1,460.00.

Was this contract competitively bid? ☐ Yes (No if Unchecked)

If No, please answer the following:

1) How did you determine the price is competitive?

AGREEMENT FOR THE LEASE OF PORTABLE BUILDINGS FROM MOBILE MODULAR TO
THE OAKLAND UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made as of the 13th **Day of June, 2019**, by and between Mobile Modular whose local place of business is at 5700 Las Positas Road, Livermore, CA 94550 hereinafter called "LESSOR" or Mobile Modular and the Oakland Unified School District, hereinafter referred to as "DISTRICT", acting under and by virtue of the authority vested in DISTRICT by the laws of the State of California.

LEASE/SUPPLY & INSTALLATION OF TEMPORARY PORTABLE BUILDINGS for

Claremont LLB Phase I Demolition of Old Cafeteria Project

At

Claremont Middle School

5750 College Avenue

Oakland, CA 94618

Quotation Reference:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, LESSOR and DISTRICT agree as follows:

Article I. Scope of Work

- 1.1 Pursuant to a prior agreement, Mobile Modular has supplied two (2) interim housing portable units already in place at the Claremont site: (1) 48'x40' unit and (1) 24' x 40' unit. The parties have finalized a separate buyout agreement, and wish to memorialize the DISTRICT's obligation to make extended lease payment for the time in which the portable units remained on the site while the parties negotiated said buyout agreement.
- 1.2 Mobile Modular has provided all permits necessary for the delivery of the portables to the sites. DISTRICT has provided all permits for the installation, assembly and occupancy of the portables.

Article IV. Lease Agreement Time

- 4.1 Final Lease Agreement Duration: **commencing June 13, 2019 and ending on July 30, 2019.**

Article V. Lease Agreement Sum

- 5.1 Work is completed. DISTRICT shall pay Mobile Modular the sum of **Eighteen thousand, nine hundred eighty dollars no/100 (\$18,980.00).**

Article VI. Lease Term

~~6.1 The duration of the Lease term for each portable unit at **Claremont LLB Phase I Demolition of Old Cafeteria Building Project** will be from **June 13, 2019 and ending in July 30, 2019.** Project Schedule for the portables where the site plans have been completed and delivered to Mobile Modular and the date of delivery has been designated mutually determined by DISTRICT. For those portables where the site plan has not been completed and delivered to Mobile Modular the duration of the Lease Term will begin upon delivery of the site plans to Mobile Modular and installation of the portable at the DISTRICT site by Mobile Modular. Said term shall be referred to as the "Lease Term",~~

~~The term of this Lease shall include the partial month, if any, immediately preceding the first full calendar month of this year, unless terminated in accordance with the terms set forth herein.~~

~~6.2 The Lease Term for each portable at each school site shall be automatically extended month to month, provided that DISTRICT is not in default of the provisions of the Lease Agreement. Said month to month lease extension shall continue until such time that the DISTRICT provides thirty (30) days written notice to Mobile Modular that said month-to-month extension shall be terminated. However, the total term of the lease, including any lease extension shall not extend beyond a period of **28 Days** without the authorization of the DISTRICT Timothy White, Associate Superintendent of Facilities, Planning and Management. DISTRICT's written notification of termination of the month-to-month extension of the Lease Term shall specify the school site at which the extended term is applicable and shall only be applicable to that specific site listed. In the event that the Lease Term is extended, the compensation for rental at each separate portable at shall be paid on a monthly basis and shall be less than or equal to the monthly rental fee for each said school site, as invoiced by Mobile Modular.~~

Article VII. Compensation

Article VIII. Lease Agreement Documents

~~8.1 The Lease Agreement Documents which comprise the entire agreement between DISTRICT and LESSOR concerning the Work consist of this Agreement and shall not be modified except by written agreement between the parties~~

Article IX. District Approval of Work

~~9.1 The DISTRICT shall have the right, but not the obligation, to direct and supervise LESSOR'S work. DISTRICT shall have the power to reject any material furnished or~~

~~work performed under the Agreement which does not conform to the terms and conditions set forth in the contract documents.~~

~~Article X. Prevailing Wages~~

~~10.1 Not applicable, omitted.~~

~~10.2 Not applicable, omitted.~~

~~Article XI. Inspection of Work/Defective or Damaged Work~~

~~11.1 DISTRICT shall inspect the materials, equipment and work provided by Mobile Modular within seven (7) working days of delivery and inform in writing of any defects or damage in said work or materials. Any equipment found to be damaged or defective at the time of delivery shall be repaired, replaced or corrected by Mobile Modular hereunder without additional cost to DISTRICT, unless the damage was caused by DISTRICT, its' agents, employees or Contractors. Equipment shall be returned to Mobile Modular in the same condition as it was delivered less any normal wear and tear.~~

~~11.2 Mobile Modular shall repair or replace any damaged or defective work, materials or equipment within ten (10) working days of notice by DISTRICT to repair, replace or correct such work, materials or equipment found to be damaged or defective at the time of delivery, then DISTRICT shall, upon written notice to Mobile Modular, have the authority to deduct the cost there from any compensation due or to become due to Mobile Modular. Nothing in this section shall limit or restrict the provisions regarding warranty of fitness set forth in this Agreement.~~

~~Article XII. Warranty~~

~~12.1 Mobile Modular hereby warrants that the goods and/or services covered by this Lease Agreement will meet the requirements and conditions of the specification documents and shall be fit for the purpose intended and will be of first-class material and workmanship and free from defects. DISTRICT reserves the right to cancel the unfilled portion of any order without liability to Mobile Modular for Mobile Modular's breach of this warranty. Goods will be received subject to reasonable inspection and acceptance at destination by DISTRICT and risk of loss before acceptance shall be on Mobile Modular. Defective goods reasonably rejected by DISTRICT may without prejudice to any legal remedy, be held at Mobile Modular's risk and returned to Mobile Modular at Mobile Modular's expense. Defects are not waived by acceptance of goods or by failure to notify Mobile Modular thereof~~

~~12.2 It is understood and agreed that compliance with this warranty and the acceptance of the materials, equipment or supplies to be manufactured or assembled pursuant to these specifications, does not waive any warranty either express or implied in sections 2312 through 2317 of the Commercial Code of the State of California or any liability of Mobile Modular and or manufacturer as determined by any applicable decision of a court of the State of California or of the United States~~

Article XIII. Warranty of Title

- ~~13.1 Mobile Modular shall warrant to DISTRICT, its' successors and assigns, that the title to the material, supplies or equipment covered by this Lease Agreement, when delivered to DISTRICT or to its' successors or assigns, is free from all liens and encumbrances.~~

Article XIV. District's Rights and Remedies for Default

- ~~14.1 DISTRICT may terminate the Lease Agreement at any time by giving thirty (30) days written notice thereof. Notice of termination shall be by certified mail. Upon termination, DISTRICT shall pay to Mobile Modular its' allowable costs incurred to date of termination and those costs deemed necessary by Mobile Modular to effect termination. In the event that Mobile Modular at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within ten (10) working days (or such other reasonable period as the DISTRICT may authorize in writing) of receipt of notice from the DISTRICT cure such breach or violation, the DISTRICT may immediately terminate the Lease Agreement and shall pay Mobile Modular only its' allowable costs to date of the termination.~~
- ~~14.2.1 In the event that the circumstances giving rise to the breach are such that the breach cannot be' cured within ten (10) working days, the DISTRICT and Mobile Modular shall make a good faith effort to determine a reasonable time period in which the breach must be cured. The DISTRICT may immediately terminate the Lease Agreement and pay Mobile Modular only its' allowable costs to date of the termination if the breach is not cured within a reasonable time period.~~
- ~~14.2.2 The parties understand and agree that DISTRICT has leased portable classrooms from Mobile Modular for public education purposes and the removal of the portable classrooms, for any reason, must be coordinated with DISTRICT's academic schedule to avoid disruption of the District's delivery of public education and related public education operations. Accordingly, Mobile Modular may terminate this agreement if DISTRICT at any time during the entire term of the LEASE AGREEMENT breaches the requirements or conditions of the LEASE AGREEMENT, and does not within thirty (30) working days (or such other reasonable period as the Mobile Modular may authorize in writing) of receipt of notice from the Mobile Modular cure such breach or violation. In the event that Mobile Modular elects to terminate the Agreement, Mobile Modular may remove its portable buildings and shall coordinate the removal of its portable buildings with DISTRICT to avoid or minimize any disruption of classes or public education operations of DISTRICT. DISTRICT must make a good faith and reasonable effort to cooperate with Mobile Modular in the scheduling of the removal of portable buildings in the event of DISTRICT's default under the agreement. Upon termination, DISTRICT shall pay to its' allowable costs incurred to date of termination and those costs deemed reasonable and necessary by Mobile Modular and DISTRICT to effect termination.~~

Article XV. Failure to Complete Lease Agreement - Effect

- ~~15.1 In case of failure on the part of Mobile Modular to complete its' Lease Agreement within the specified time or a mutually agreed upon and authorized extension thereof, in accordance with the notice requirements of Section 1.1, Default, the Lease Agreement~~

~~may be terminated and DISTRICT shall in such event not thereafter pay or allow Mobile Modular any further compensation for any labor, materials or equipment furnished by him under such Lease Agreement; and DISTRICT may proceed to complete such LEASE AGREEMENT either by re-letting or otherwise, and Mobile Modular and his bondsmen shall be liable to DISTRICT for all loss or damage which it may suffer on account of Mobile Modular's failure to complete its' Lease Agreement.~~

~~Article XVI. Damages~~

- ~~16.1 All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the material or equipment, or from any action of the elements prior to the delivery of the work, or of the materials or equipment, or from any act or omission not authorized by these specifications on the part of the LESSOR or any agent or person employed by him shall be sustained by the LESSOR.~~

~~Article XVII. Liquidated Damages~~

- ~~17.1 Omitted~~

~~Article XVIII. Effect of Extensions of Time~~

- ~~18.1 Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials or equipment, or anyone of the aforementioned, will not operate as a release to Mobile Modular or the surety on Mobile Modular's faithful performance bond from said guarantee, if any bond is required.~~

~~Article XIX. Performance Bond~~

- ~~19.1 This section is not applicable to Lease Agreements where portable building(s) have already been installed.~~

~~Article XX. Payment Bond~~

- ~~19.2 This section is not applicable to Lease Agreements where portable building(s) have already been installed or is rented.~~

~~Article XXI. Indemnification~~

- ~~21.1 With respect to the willful misconduct, negligent acts or omissions of Mobile Modular, or its' employees, officers, agents, or subcontractors only, Mobile Modular shall indemnify, keep and hold harmless, the DISTRICT, its' directors, officers, employees and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the work and services to be performed under this Agreement by Mobile Modular its ,employees, officers, agents or sub-contractors whether or not it shall be claimed that the injury was caused through a negligent act or omission of or its' employees; and Mobile Modular shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in~~

~~connection therewith, and if any judgments shall be rendered against the DISTRICT its' directors officers, employees and/or agents in any such action, Mobile Modular shall at its' expense satisfy and discharge the same.~~

~~21.2 With respect to the willful misconduct, negligent acts or omissions of DISTRICT its' employees, officers, agents, subcontractors or attendees, DISTRICT shall indemnify, keep and hold harmless, Mobile Modular, its directors, officers, employees, subcontractors and/or agents, against all losses, or claims based on any injury or death of any person or damage to or loss of use of any property arising out of or in any way connected with or alleged to be connected with the buildings (or any item provided with the buildings) under this Agreement caused by DISTRICT, its' employees, officers, agents, subleasees, or subcontractors or attendees, whether or not it shall be claimed that the injury was caused through a negligent act or omission of DISTRICT or its' employees, officers, agents, subcontractors, or attendees; DISTRICT shall, at its' expense pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith and if any judgment shall be rendered against Mobile Modular's its' directors, officers, employees and/or agents in any such action, DISTRICT shall at it's expense satisfy and discharge the same.~~

Article XXII. Infringement of Patents

~~22.1 Mobile Modular agrees that he will at his own expense, defend all suits or proceedings instituted against the DISTRICT, and pay any award of damages assessed against the DISTRICT in such suits or proceedings, insofar as the same are based on any claim that the materials, or equipment, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent held by any other party, provided the DISTRICT gives to Mobile Modular prompt notice in writing of the institution of the suit or proceedings and permits Mobile Modular through his counsel to defend the same and gives Mobile Modular information, assistance and authority to enable Mobile Modular to do so.~~

Article XXIII. Assignment and Delegation

~~23.1 Mobile Modular shall neither delegate any duties or obligations under this LEASE AGREEMENT nor assign, transfer, convey, sublet or otherwise dispose of the Lease Agreement or his right, title or interest in or to the same, or any part thereof, without prior consent in writing of the DISTRICT.~~

Article XXIV. Equal Employment Opportunity

~~24.1 In connection with the performance of this Agreement Mobile Modular shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, sexual orientation or national origin.~~

Article XXV. Environmental and Safety Health Standards Compliance

~~25.1 Mobile Modular shall comply with the applicable environmental statutes, regulations and guidelines in performing the work under this Lease Agreement. Mobile Modular shall also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the work under this Lease Agreement.~~

~~Article XXVI. Hazardous Chemicals and Wastes~~

~~26.1 Mobile Modular shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances arising out of the operations of Mobile Modular or any subcontractors during the course of performance of this Lease Agreement. Mobile Modular shall immediately report any such release to the DISTRICT Project Manager. Mobile Modular shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the DISTRICT, its directors, officers, employees or agents as a result of such release and shall hold harmless, indemnify and defend the DISTRICT, its' directors, officers, employees or agents from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the DISTRICT, its' directors, officers, employees or agents for any loss, cost (including reasonable attorney's fees), damage or liability sustained or suffered by any person or entity, including the DISTRICT.~~

~~Article XXVII. Insurance~~

~~27.1 If Mobile Modular employs any person to perform work in connection with this Lease Agreement, Mobile Modular shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal Laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.~~

~~27.2 Prior to commencement of work under this Lease Agreement by any such employee, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits, shall be given to DISTRICT.~~

~~27.3 Bodily Injury, Death and Property Damage Liability Insurance.~~

~~27.4 Mobile Modular shall also procure and maintain at all times during the performance of this Lease Agreement, General Liability Insurance (including automobile operation) covering Mobile Modular and DISTRICT for liability arising out of the operations of Mobile Modular and any subcontractors. The policy (ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT'S premises, used by or on behalf of Mobile Modular in the performance of work under this Lease Agreement, the policy(ies) shall be subject to a limit for each occurrence of Two Million, Five Hundred Thousand Dollars (\$2,500,000), naming as an additional insured, in connection with Mobile Modular's activities, the DISTRICT, and its' directors, officers, employees and agents. The Insurer(s) shall agree that its' policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering DISTRICT.~~

~~27.5 Inclusion of DISTRICT as an additional insured shall not in any way affect its' rights with respect to any claim, demand, suit or judgment made, brought or recovered against Mobile Modular. The policy shall protect Mobile Modular and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.~~

~~27.6 Prior to commencement of work hereunder, Mobile Modular shall deliver to DISTRICT a Certificate of Insurance, which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal, or reduction in limits shall be given to DISTRICT.~~

~~Article XXVIII. Self-Insurance.~~

~~28.1 Omitted.~~

~~Article XXIX. Audit and Inspection of Records~~

~~29.1 During the term of this Agreement, Mobile Modular shall permit representatives of DISTRICT to have access to, examine and make copies, at DISTRICT'S expense, of its books, records and documents specifically relating to this Lease Agreement at all reasonable times.~~

~~Article XXX. Notices~~

30.1 All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S Project Manager, Elena Comrie and Mobile Modular's Project Manager. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

Oakland Unified School District
Director of Facilities Planning and Management
955 High Street
Oakland, CA 94601
Attention: Mr. Timothy E. White

If to Mobile Modular:

Mobile Modular
5700 Las Positas Road
Livermore, CA 94550
Tel: 925-606-9000
Fax: 925-606-453-3201
Attention: Dana Hanson

- 30.2 The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

Article XXXI. District Representative

- 31.1 Except when approval or other action is required to be given or taken by Timothy White, Associate Superintendent of Facilities, Planning and Management of the DISTRICT, or such person as he or she shall designate, shall represent and act for the DISTRICT
- 31.2 It is understood and agreed that in no instance is any party signing this Agreement for or on behalf of DISTRICT or acting as an employee or representative of DISTRICT, liable on this Lease Agreement, or upon any warranty of authority, or otherwise.

~~Article XXXII. Clayton Act and Cartwright Act~~

- ~~32.1 In entering into a public works Lease Agreement or a sublease Agreement to supply goods, services or materials pursuant to a public works Lease Agreement, or subcontractors offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Lease Agreement or the subLease Agreement~~
- ~~32.2 This assignment shall be made and become effective at the time DISTRICT tenders final payment to the Mobile Modular without further acknowledgment by the parties.~~

~~Article XXXIII. DSA Construction Reports~~

- ~~33.1 LESSOR shall provide to the District all documents required for compliance with and substantiating LESSOR'S compliance with the applicable local, state and federal laws and regulations, including such documents, which are necessary and which may be required for submission to the Department of the State Architect in connection with the use of portable buildings for public education. LESSOR shall provide accurate and complete reports and records regarding the portable buildings leased under this Agreement for reporting to the State of California and the Department of the State Architect.~~

~~Article XXXIV. Miscellaneous Provisions~~

~~All terms and conditions required by law are deemed part of the Lease Agreement.~~

~~Agreement for reporting to the State of California and the Department of the State Architect.~~

Article XXXIV. Miscellaneous Provisions

~~All terms and conditions required by law are deemed part of the Lease Agreement.~~

GOVERNING LAW ~~This agreement shall be deemed to have been entered into in the County of Alameda, and governed in all respects by California Law.~~

ENTIRE AGREEMENT/AMENDMENT. ~~This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written with respect to the lease of the Premises. This Lease may be modified or amended in writing, if the party obligated under the amendment signs in writing.~~

SEVERABILITY. ~~If any portion of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.~~

WAIVER. ~~The failure of either party to enforce any provisions of this Lease will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.~~

CUMULATIVE RIGHTS. ~~The rights of the parties under this Lease are cumulative, and will not be construed as exclusive unless otherwise required by law.~~

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:
The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>


Tadashi Nakadegawa
Director of Facilities Planning and Management

IN WITNESS WHEREOF, LESSOR has executed this Outstanding Lease Agreement, and the District, by its Board of Education who is authorized to do so, has executed this agreement.

OAKLAND UNIFIED SCHOOL DISTRICT

By: Aimee Eng
Aimee Eng
President, Board of Education

Dated: 6/13/19

Kyla Johnson-Trammell

6/13/19

Kyla Johnson-Trammell, Superintendent
& Secretary, Board of Education

By: 

Timothy White, Deputy Chief,
Facilities Planning & Management

Dated: _____

Mobile Modular:



Digitally signed by Kristen Erickson, for
MMMC Legal Approval
DN: cn=Kristen Erickson, for MMC Legal
Approval, o=McGrath RentCorp, ou=Mobile
Modular Management Corp.,
email=kristen.erickson@mobilemodular.co
m, c=US
Date: 2019.04.24 01:38:30 -07'00'

By: _____

Dated: 4/24/2019

Its: Sr. Operations Specialist

Approved as to form ~~and procedure~~:



~~Marion McWilliams~~, Facilities Counsel

Dated: 5-22-19

LESSOR: Mobile Modular
School: Claremont LLB Phase I Demolition of Old Cafeteria
Funding: Fund 21, Measure J

END OF DOCUMENT



5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1848446	10-JAN-2019
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice? Contact Name: Charlene Dilley Email: charlene.dilley@mgrc.com Phone: 925-453-3194 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ...		
Rent 01/10/2019 to 02/08/2019	N	1,730.00
Ramp Rent 01/10/2019 to 02/08/2019	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584)		
Rent 01/10/2019 to 02/08/2019	N	577.00

LOOK, OUR REMIT-TO ADDRESS HAS MOVED TO THE BOTTOM OF THE INVOICE!



Why wait 3-4 days to receive your invoices in the mail?

Email billing delivers your invoices to you overnight, giving you access to your information faster.
It's an exact copy of your paper invoice in PDF format that you can easily save and review.

SIGN UP TODAY

by contacting the person
in the "Questions about
this invoice?" box

REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

Thank you for the opportunity to serve you. We appreciate your business.

This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

CREDIT MEMO

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1893889	14-JAN-2019
INVOICE AMT	TERMS	CONTRACT
\$ (1,460.00)	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice?		
Contact Name: Charlene Dilley		
Email: charlene.dilley@mgrc.com		
Phone: 925-453-3194		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent	N	(288.50)
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ...) Rent	N	(1,171.50)

LOOK, OUR REMIT-TO ADDRESS HAS MOVED TO THE BOTTOM OF THE INVOICE!



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Email billing delivers your invoices to you overnight, giving you access to your information faster.
It's an exact copy of your paper invoice in PDF format that you can easily save and review.

SIGN UP TODAY

by contacting the person
in the "Questions about
this invoice?" box

REMIT TO	Total:	\$ (1,460.00)
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$ (1,460.00)

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1822074	11-DEC-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice? Contact Name: Charlene Dilley Email: charlene.dilley@mgrc.com Phone: 925-453-3194 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ... Rent 12/11/2018 to 01/09/2019	N	1,730.00
Ramp Rent 12/11/2018 to 01/09/2019	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent 12/11/2018 to 01/09/2019	N	577.00

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by contacting the person
in the "Questions about
this invoice?" box

REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1796467	11-NOV-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice?		
Contact Name: Charlene Dilley		
Email: charlene.dilley@mgrc.com		
Phone: 925-453-3194		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ... Rent 11/11/2018 to 12/10/2018	N	1,730.00
Ramp Rent 11/11/2018 to 12/10/2018	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent 11/11/2018 to 12/10/2018	N	577.00

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this invoice?" box

REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

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5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1770347	12-OCT-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice?		
Contact Name: Charlene Dilley		
Email: charlene.dilley@mgrc.com		
Phone: 925-453-3194		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ... Rent 10/12/2018 to 11/10/2018	N	1,730.00
Ramp Rent 10/12/2018 to 11/10/2018	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent 10/12/2018 to 11/10/2018	N	577.00

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REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

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5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1744874	12-SEP-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice? Contact Name: Charlene Dilley Email: charlene.dilley@mgrc.com Phone: 925-453-3194 Fax: 925-453-3203 For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ...)		
Rent 09/12/2018 to 10/11/2018	N	1,730.00
Ramp Rent 09/12/2018 to 10/11/2018	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584)		
Rent 09/12/2018 to 10/11/2018	N	577.00

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REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

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5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1719383	13-AUG-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice?		
Contact Name: Charlene Dilley		
Email: charlene.dilley@mgrc.com		
Phone: 925-453-3194		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries: 925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ... Rent 08/13/2018 to 09/11/2018	N	1,730.00
Ramp Rent 08/13/2018 to 09/11/2018	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent 08/13/2018 to 09/11/2018	N	577.00

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REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

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5700 Las Positas Road
Livermore CA 94551

OAKLAND USD
955 HIGH ST
OAKLAND CA 94601-4404

INVOICE

ACCOUNT NO	INVOICE NO	INVOICE DATE
R2739	1693194	14-JUL-2018
INVOICE AMT	TERMS	CONTRACT
\$2,920.00	NET DUE UPON RECEIPT	210024379
CUSTOMER PO		
Claremont MS		
Questions about this invoice?		
Contact Name: Charlene Dilley		
Email: charlene.dilley@mgrc.com		
Phone: 925-453-3194		
Fax: 925-453-3203		
For Returns, Service or Other Inquiries:		
925-606-9000		

Item & Description	Tax	Charge
Site Location: 5750 College Avenue, Oakland, CA 94618 Project Name: Claremont Middle School		
Office, 48x40 DSA (NonStd) (Bldg ID # 45482 / E-Code 515865, 515864, 515863, ... Rent 07/14/2018 to 08/12/2018	N	1,730.00
Ramp Rent 07/14/2018 to 08/12/2018	N	613.00
Office, 24x40 DSA (NonStd) (Bldg ID # 51281 / E-Code 517585, 517584) Rent 07/14/2018 to 08/12/2018	N	577.00

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REMIT TO	Total:	\$2,920.00
Mobile Modular	Personal Property Expense:	\$0.00
P.O. Box 45043	Total Tax:	\$0.00
San Francisco CA 94145-5043	Remit Total:	\$2,920.00

Thank you for the opportunity to serve you. We appreciate your business.
This transaction is subject to the terms and conditions of McGrath RentCorp or Mobile Modular Management Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SullivanCurtisMonroe Insurance Services
550 South Hope Street,
Suite 1000
Los Angeles, CA 90071

www.SullivanCurtisMonroe.com

License # 0E83670

INSURED McGrath RentCorp
DBA: Mobile Modular Management Corporation
5700 Las Positas Road
Livermore CA 94551

CONTACT NAME: Josie Charley
PHONE (A/C, No, Ext): 213 233-0428 **FAX (A/C, No):** 213 892-1593
E-MAIL ADDRESS: JCharley@sullicurt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Liberty Insurance Underwriters, Inc.	19917
INSURER C : Aspen American Insurance Company	43460
INSURER D : North River Insurance Company	21105
INSURER E : AGCS Marine Insurance Company	22837
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 48232719**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72CESOF7559 Ded. \$10,000	4/30/2019	4/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72UENHB6307 HAPD - \$100K limit Comp&Coll Ded:\$1k Tractor Comp&Coll Ded:\$2k	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$10,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			100003398711 - \$10M Limit	4/30/2019	4/30/2020	EACH OCCURRENCE \$30,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CX00CAG19 - \$20M Limit			AGGREGATE \$30,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4067308845 - AOS 4067308854 - WI Only \$350,000 Deductible	7/1/2018 7/1/2018	7/1/2019 7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Tenant Liability			MXI93076389	4/30/2019	4/30/2020	\$1,000,000 Limit / \$25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Claremont LLC Phase 1 Demo of Old Cafeteria Project

Oakland USD is named as additional insured per attached endorsement. Waiver of Subrogation applies per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

Oakland USD
955 High St.
Oakland CA 94601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyana Okamoto

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ACORD 25 (2016/03)

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**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY SullivanCurtisMonroe Insurance Services		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability (03/16)**HOLDER:** Oakland USD**ADDRESS:** 955 High St. Oakland CA 94601

Named Insured Continued:

Mobile Facilities, Inc.

DBA: Mobile Modular Portable Storage

TRS-Rentelco, Inc.

DBA: TRS Environmental

McGrath 180, LLC

Space-Co. Corporation

**COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision

Location(s) Of Covered Operations

Any and All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision	Any and All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Department of Facilities Planning and Management

ROUTING FORM

Project Information

Project Name	Claremont LLB Ph 1 Demo of Old Cafeteria	Site	210
---------------------	--	-------------	-----

Basic Directions

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

Attachment Checklist

☐ Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000

☐ Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Mobile Modular Management Corp.	Agency's Contact	Charelene Dilley
OUSD Vendor ID #	002892	Vendor Title:	
Address	5700 Las Positas Rd. Livermore, CA 94550	Telephone	9256069000
Contractor History	Previously been an OUSD contractor?	Policy Expires:	
OUSD Project #	15127	<input type="checkbox"/> Yes	Worked as an OUSD employee? <input type="checkbox"/> Yes

Term

Date Work Will Begin	6/13/2019	Date Work Will End By (not more than 5 years from start date)	7/30/2019
-----------------------------	-----------	---	-----------

Compensation

Total Contract Amount		Total Contract Not To Exceed	\$18,980.00
Pay Rate Per Hour (if Hourly)		If Amendment, Changed Amount	
Other Expenses		Requisition Number	

Budget Information

If you are planning to implement a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object	Amount
9799/9670	Fd21 Measure B	210-9799-0-9670-8500-6250-201-9180-9901-9999-99999	6250	\$18,980.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

Division Head	Phone	510-535-7038	Fax	510-535-7082
1. Director, Department of Facilities Planning and Management	Signature		Date Approved	4/26/19
2. General Counsel, Department of Facilities Planning and Management	Signature	Kelly M. Rem	Date Approved	as to form 5-22-19
3. Deputy Chief, Department of Facilities Planning and Management	Signature		Date Approved	
4. Senior Business Officer, Board of Education	Signature		Date Approved	
5. President, Board of Education	Signature		Date Approved	